



**Last updated: August 2024**

**Agreement** – This Agreement is a contract that establishes the rules that cover your electronic access to your accounts at Heritage Bank ("Bank") through online banking. By using online banking, you accept all the terms and conditions of this Agreement. Please read it carefully and keep a copy for your records.

The terms and conditions of the deposit agreements and disclosures for each of your Heritage Bank accounts, as well as your other agreements with Heritage Bank (such as loans), continue to apply, notwithstanding anything to the contrary in this Agreement.

This Agreement is also subject to applicable state and federal laws (except to the extent this Agreement can and do vary such rules or laws). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and Heritage Bank's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation, or expiration of this Agreement.

**Modifications to this Agreement** – Heritage Bank may modify the terms and conditions applicable to online banking or bill payment from time to time. We will notify you of any changes by mail at the address shown on our account records or by sending you an email. The revised terms and conditions will be effective at the earliest date allowed by applicable law. We reserve the right to terminate this agreement and your use of online banking and/or bill payment, in whole or in part, at any time.

**Definitions** – As used in this Agreement, the words "we," "our," "us," and "Bank" mean Heritage Bank. "You" and "your" refer to the account holder authorized by Heritage Bank to use online banking under this Agreement and anyone else authorized by that account holder to exercise control over the account holder's funds through online banking. "Account" or "accounts" means your accounts at Heritage Bank. "Electronic funds transfers" means ATM withdrawals, preauthorized transactions, point of sale transactions, transfers to and from your Heritage Bank accounts using online banking (including bill payments), and external funds transfer. "Online banking services" means the services provided pursuant to this Agreement, including the bill payment service. "Business days" means Monday through Friday. Holidays are not included.

**Access** – To use online banking, you must have at least one account at Heritage Bank, access to internet service, and an active email address. Once we have received your enrollment form and verified your account information, we will send you confirmation of our acceptance of your enrollment. You can add or delete any of your Heritage Bank accounts from this Agreement by contacting us at 800.455.6126. We undertake no obligation to monitor transactions through online banking to determine they are made on behalf of the account holder. You have the option to withdraw your consent to electronic information without a fee, condition, or consequence in response to changes in the hardware and software requirements, should such occur.

**Online banking services** – You can use online banking to check the balance of your Heritage Bank accounts, view Heritage Bank account histories, transfer funds between your Heritage Bank accounts, and pay bills from your Heritage Bank accounts in the amounts and on the dates you request.

**Hours of access** – You may use online banking seven days a week, 24 hours a day; although, some or all online banking services may not be available occasionally due to emergency or scheduled online banking maintenance. We agree to post notice of any extended periods of non-availability on the Heritage Bank website.

**Your password** – You determine what password you will use, and the identity of your password is not communicated to us. You accept responsibility for the confidentiality and security of your password. Upon five unsuccessful attempts to use your password, your access to online banking will be revoked. To reactivate your access, contact us at 800.455.6126.





To be valid, your password must use both upper and lowercase alpha and numeric characters for purposes of security. Your password should not be associated with any commonly known personal identification, such as Social Security number, address, date of birth, or names of children and should be memorized rather than written down.

You may change your password at any time by selecting Change Password in the User Options menu.

**Security** – You understand the importance of your role in preventing misuse of your accounts through online banking and you agree to promptly examine your paper or electronic statement for each of your Heritage Bank accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and Social Security number. You understand personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your password and username are intended to provide security against unauthorized entry and access to your accounts. Data transferred via online banking is encrypted to provide transmission security and online banking utilizes identification technology to verify that the sender and receiver of online banking transmissions can be appropriately identified by each other. Notwithstanding our efforts to ensure the online banking system is secure, you acknowledge the internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the internet and can potentially be monitored and read by others. We cannot and do not warrant that all data transfers utilizing online banking, or email transmitted to and from us, will not be monitored or read by others. If you would like the added convenience of paying bills and other payments from your account, you may sign up for the bill payment service through online banking. If you would like to sign up for bill payment, you may do so online. If you close your bill payment funding account, you must contact us immediately to designate another account as your funding account or make the necessary updates to each payee menu. You agree to pay any additional reasonable charges for services you request that are not covered by this Agreement. You are also responsible for telephone and internet service fees you incur in connection with your use of online banking.

**Posting of transfers** – Transfers initiated through online banking are posted to your account in real time.

**Overdrafts (order of payments, transfers, and other withdrawals)** – If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, which would result in an overdraft of your account if not canceled, an insufficient funds/overdraft fee may be assessed according to the terms of the deposit agreement for that account.

**Limits on amounts and frequency of online banking transactions** – You may complete an unlimited number of transfers between accounts. Though most withdrawals are processed immediately, in accordance with Federal regulations, we reserve the right to require seven business days written notice prior to withdrawal or transfer of funds from any non-transaction account defined as savings, money market, or Certificate of Deposit (CD).

If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

**Fees** – You will be provided with our fee schedule at the time of account opening or when a new service is added, reflecting any changes that may be applicable.

**Notice regarding ATM fees by others** – If you use an automated teller machine (ATM) that is not operated by us, you may be charged a fee by the operator of the machine and/or by an automated transfer network. You may be charged a fee for a balance inquiry by the operator of the machine and/or by an automated transfer network even if you do not complete a funds transfer.

**Transactions & daily dollar limits:**

- **ATM withdrawals** – With your Heritage Bank Visa debit card and personal identification number (PIN), you can withdraw funds at any ATM up to the available balance in your account or \$600 per day, whichever is less.
- **Point-of-Sale (POS)** – With your Heritage Bank Visa debit card and personal identification number (PIN), you can pay for purchases up to the available balance in your account or \$2,500, whichever is less, or obtain cash up to the available balance in your account or \$600, whichever is less.





**Direct deposits** – You may make arrangements for certain direct deposits to be accepted into your checking or savings account.

**Preauthorized withdrawals** – You may make arrangements to pay certain recurring bills from your checking or savings account.

**Online banking bill payment service** – Online banking bill payment permits you to direct payments from your designated funding account to third parties you wish to pay. All payments you make will be deducted from the account you designate as your funding account for each bill payee. We will automatically deduct any fee related to the service from your funding account. After completing the requested online information to establish your bill payment service, the process for activating your account will take approximately three to five business days. Through bill payment, you can pay bills from your funding account to businesses or individuals, up to a maximum dollar amount of \$9,999.99 per payment. All payments must be payable in U.S. dollars to a payee with an address in the United States. The service reserves the right to restrict the types of payees to whom payments may be made. You may not use bill payment to make payments for alimony, child support, or other court-ordered payments or for taxes or other governmental fees. Payments to these payees will be your sole responsibility if delayed or improperly processed or credited.

Payments can only be initiated on business days. If the date you schedule a payment to be initiated falls on a non-business day (Saturday, Sunday, or holiday), the payment will be initiated on the next business day (typically Monday). Funds are withdrawn from your funding account approximately three to five business days after the scheduled pay date. Online banking bill payment service will then make the payment either by transferring funds electronically to the payee or by mailing a check.

You may choose to schedule payments to recur in the same amount at regular weekly, monthly, or bi-monthly intervals (a "one-time" or "recurring" payment). If a recurring payment is chosen, the bill will be paid automatically each billing period. If the payment is not a fixed payment, it will be a one-time payment. One-time payments are not made until you enter the amount of the current bill. You may also change or skip recurring payments at any time by editing the recurring payment schedule for each payee.

**Business days** – Our business days are Monday through Friday, excluding Saturdays, Sundays, and Federal holidays.

**Scheduling online banking bill payments** – When scheduling a payment through bill pay, each transaction date selected will show the guaranteed payment delivery date. If you schedule your payment and follow all instructions provided but the payment is not received by the payee in a timely manner, we will work with the payee on your behalf to attempt to have any late fees or charges reversed.

Heritage Bank is only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this agreement.

Heritage Bank will not be liable in any way for damages you incur for the failure of the payee to correctly credit payments in a timely manner, or for any other circumstances beyond the Bank's control, such as:

- If you do not have sufficient funds in your bill payment funding account to make the payment on the processing date
- If you have closed the funding account
- For delays in mail delivery
- For changes to the payee's address or account number

Funds must be available in your bill payment funding account on the scheduled payment date. If your funding account does not have sufficient funds to make payment as of the date the transfer or payment is attempted or scheduled to be made, your bill payment profile will be blocked from all future payments until the insufficient funds payment is resolved. An insufficient funds/overdraft fee will be charged for each payment. The Bank will have no obligation or liability if it does not complete a transfer or payment because there are insufficient funds in your account to process a transaction.





**How to cancel a bill payment** – To cancel a bill payment scheduled through online banking you must cancel the payment online via online banking (by following the onscreen instructions) before 7:30 p.m. (Pacific Time) on the scheduled transaction date.

## **Stop Payment Procedures & Notice of Varying Amounts**

**Right to stop payment and procedures for doing so** – If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Call us at 800.455.6126 or write us at Heritage Bank, P.O. Box 1578, Olympia, WA 98507, in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may require you to put your request in writing and get it to us within 14 days after you call. Or you may come to one of our branches and make the request in person.

**Right to stop payment and provision for cancellation of authorization** – If you choose to cancel a previously authorized Electronic Funds Transfer (EFT) payment or withdrawal, you must do so in writing to the originating company prior to the next processing date. After authorization has been canceled with the originating company, future unauthorized payments or withdrawals may be returned by the receiving bank with written instructions from you. This request must be made within 15 days after Heritage Bank makes available to you information pertaining to the EFT transaction (statement date). A copy of the signed cancellation is required.

**Notice of varying amounts** – If these regular payments may vary in amount, the person you are going to pay will tell you 10 days before each payment when it will be made and how much it will be. (You may choose instead to get a notice only when the payment differs by more than a certain amount from the previous payment or when the account would fall outside certain limits that you set).

**Liability for failure to stop payment of preauthorized transfer** – If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**Disclosure of account information and transfers** – You understand information about your accounts or the transfers you make may automatically be disclosed to others, as allowed by law. For example, tax laws require disclosure to the government of the amount of interest you earn and some transactions, such as large currency and foreign transactions, must be reported to the government. We may also provide information about your accounts to persons or companies we believe would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant calls us to verify a check you have written. In addition, we routinely inform credit bureaus when accounts are closed because they were not handled properly. We may also seek information about you from others, such as the credit bureau, in connection with the opening or maintenance of your account or in connection with approving your access to online banking. You agree and hereby authorize all these transfers of information.

**Periodic statements** – You will get a monthly account statement from us for your checking account. You will get a monthly account statement from us for your savings accounts, unless there are no electronic transfers in a particular month. In any case, you will get a statement at least quarterly.

**Change in terms** – We may change any term of this Agreement at any time. If the change would result in increased fees for any online banking service, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 21 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will post any required notice of the change in terms on the Heritage Bank website or forward it to you by email or mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or all of the subject online banking services indicates your acceptance of the change in terms. We reserve the right to waive, reduce, or reverse charges or fees in individual situations. You acknowledge and agree changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.





**In case of errors or questions about your electronic transfers, including bill payments** – Contact us as soon as you can if you think your paper or electronic statement is incorrect or if you need more information about a transfer listed on your paper or electronic statement. Call us at 800.455.6126, write us at Heritage Bank, P.O. Box 1578, Olympia, WA 98507, email us at [support@heritagebanknw.com](mailto:support@heritagebanknw.com), or visit your local branch. We must hear from you no later than 60 days after we sent the first statement upon which the problem or error arose.

When you contact us:

1. Tell us your name and account number.
2. Describe the error or transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.
4. If the suspected error relates to a bill payment made via the online banking bill pay service, tell us the account number used to pay the bill, payee name, the date the payment was sent, payment amount, ID number, the payee account number for the payment in question, and the bill pay confirmation number (this information appears on the bill pay Payee Admin screen).

If you contact us by telephone or by email, we may require you to send us your complaint or question in writing by mail or fax within 10 business days.

We will communicate to you the results of our investigation within 10 business days (20 business days if the transaction involved a new account\*) after you contact us and will correct any error promptly. If we need more time, we may take up to 45 days (90 days if the transfer involved a point-of-sale transaction, a foreign initiated transfer, or a new account) to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days (20 business days if the transaction involved a new account) for the amount you think is in error, so you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it in the form of a paper writing within 10 business days, we may not provisionally credit your account.

If we decide there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents we used in our investigation. If we have made a provisional credit, a corresponding debit will be made from your account.

**Our liability for failure to make a transfer** – If we do not complete a transfer to or from your account, including a bill payment, on time or in the correct amount, according to our agreement with you when you have properly instructed us to do so, we will be liable to you for your losses or damages caused as a result. However, there are some exceptions.

We will NOT be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make a transfer.
- If a legal order directs us to prohibit withdrawals from the account.
- If your account is closed, or if it has been frozen.
- If the transfer would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts.
- If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
- If any electronic terminal, telecommunication device, or any part of the online banking electronic funds transfer system is not working properly and you knew about the problem when you started the transfer.
- If you have not provided us with complete and correct payment information for the bill payment service, including, without limitation, the name, address, your payee-assigned account number, payment date, and payment amount for the payee on a bill payment.
- If you have not properly followed the on-screen instructions for using online banking.
- If circumstances beyond our control (such as fire, flood, interruption in telephone service, or other communication lines) prevent the transfer, despite reasonable precautions that we have taken.

*\*An account is considered new if the electronic transfer occurs within the first 30 days after the account is opened.*







**Your liability for unauthorized transfers** – Contact us at once if you believe your password has been lost, stolen, used without your authorization or otherwise compromised, or if someone has transferred or may transfer money from your accounts without your permission. An immediate telephone call to us is the best way to reduce any possible losses. If you do not notify us, you could lose all the money in your accounts (plus your maximum overdraft line of credit, if any). If you contact us within two business days after you learn of the loss, theft, compromise, or unauthorized use of your password, you can lose no more than \$50 if someone used your password without your permission.

If you do not contact us within two business days after you learn of the loss, theft, compromise, or unauthorized use of your password, and we can prove we could have stopped someone from using your password to access your accounts without your permission if you had told us, you could lose as much as \$500.

Also, if your paper or electronic statement shows transfers you did not make, contact us immediately. If you do not tell us within 60 days after the paper or electronic statement was mailed to you, you may not get back any money you lost through transactions made after the 60-day period if we can prove we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from contacting us, we will extend the period.

**Disclaimer of warranty and limitation of liability** – We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the online banking services provided to you under this Agreement. We do not and cannot warrant online banking will operate without errors or any or all online banking services will always be available and operational. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents, or contractors are not liable for any indirect, incidental, special, or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to online banking, including loss of profits, revenue, data, or use by you or any third party, whether in an action in contract, wrongdoing, or based on a warranty. Further, in no event shall the liability of Heritage Bank and its affiliates exceed the amounts paid by you for the services provided to you through online banking.

**Your right to terminate** – You may cancel your online banking service at any time by following the directions provided here: [Delete Your Online Banking and Mobile App Profile](#). A representative will reach out to you within three business days to confirm your identity and initiate the process. You may notify us by one of the methods listed below in the "Communications between Heritage Bank and you" section.

**Our right to terminate** – You agree we can terminate or limit your access to online banking services for any of the following reasons:

- Without prior notice, if you have insufficient funds in any one of your Heritage Bank accounts. Online banking service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
- Without prior notice, if you have insufficient funds in any one of your Heritage Bank accounts. Online banking service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
- If you do not designate a new funding account immediately after you close your funding account.
- If you do not use your online banking service for 90 days or if you apply and are approved for online banking but do not log in to activate the service within 30 days.
- Upon reasonable notice, for any other reason in our sole discretion.





**Communications between Heritage Bank and you** – Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

- **Email** – [support@heritagebanknw.com](mailto:support@heritagebanknw.com). (Please note: Heritage Bank banking transactions through online banking are not made via email nor will Heritage Bank ever ask you to provide personal or account information via email.)
- **Telephone** – 800.455.6126
- **Fax** – 253.472.0931
- **Mail** – Heritage Bank, P.O. Box 1578, Olympia, WA 98507
- **In Person** – You can find a convenient location near you at [www.heritagebanknw.com](http://www.heritagebanknw.com)

**Consent to electronic delivery of notices** – You agree any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the Heritage Bank website or by email. You agree to notify us immediately of any change in your email address.

**Mobile banking** – To protect your information and ensure your portable devices (smartphones, tablets, etc.) are secure, you should take the following steps:

- Implement a PIN code for access to your portable device
- Disable Bluetooth connections when not in use
- Cancel phone service for any lost or stolen device
- Cancel mobile banking access for any lost or stolen device
- Download mobile applications only from trusted sources





**Online Bill Pay  
Electronic Bill Payment Authorization**

I AUTHORIZE my financial institution to post payment transactions generated by mobile device and/or PC from the bill pay service to the account indicated on the form being sent electronically. I understand that I am responsible for the full amount of my payment created and submitted by me and that if funds are not available, my account may still be debited for the full amount of the payment. If a payment was initiated in error or for the wrong amount, I may still be responsible for the full amount and Heritage Bank will work to cancel a payment if possible. It will be my responsibility to work with my payee to collect any refunds for over payments. If at any time I decide to discontinue service, I will provide written notification to my financial institution. My use of the bill pay service signifies I have read and accepted all terms and conditions of the bill paying service.

I UNDERSTAND payments may take up to 10 business days to reach the vendor and that they will be sent either electronically or by check. My financial institution is not liable for any service fees or late charges levied against me. I also understand I am responsible for any loss or penalty that I may incur due to lack of sufficient funds or other conditions that may prevent the withdrawal of funds from my account.

